

RESOLUTION NO. 384

A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS AND AUTHORIZING STAFF TO ADVERTISE TO RECEIVE SEALED BIDS FOR THE CONSTRUCTION OF WILSONVILLE CITY HALL LANDSCAPING, IRRIGATION AND GRADING.

WHEREAS, the City Council, at their regularly scheduled meeting of June 20, 1983, at 7:30 p.m. in the Willamette Valley Wesleyan Church, 29775 SW Town Center Loop East, did approve Resolution No. 324 which provided a sum of thirty-four thousand dollars (\$34,000) of Federal Revenue Sharing funds for the purpose of funding the landscaping, irrigation and grading of Wilsonville City Hall; and


WHEREAS, the Planning staff has prepared the plans and specifications with the assistance of the Wilsonville Beautification Committee. The plans prepared have been approved by the Design Review Board on February 27, 1984; and

WHEREAS, the Public Works Department has reviewed the proposed plans and specification to determine if they are in compliance with all applicable ordinances, resolutions and codes governing public works construction in the City of Wilsonville.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY OF WILSONVILLE THAT:

1. The plans and specifications for the landscaping, irrigation and grading are hereby approved for construction as stipulated in Exhibit 1 and authorized by Council.
2. Authorize staff to advertise to receive sealed bids for this project.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 19th day of March, 1984, and filed with the Wilsonville City Recorder this same day.

  
\_\_\_\_\_  
WILLIAM G. LOWRIE, Mayor

ATTEST:

  
\_\_\_\_\_  
VERA A. ROJAS, City Recorder, Pro-tem

EXHIBIT 1

CITY OF WILSONVILLE  
PLANNING DEPARTMENT

SPECIFICATIONS  
FOR CONSTRUCTION OF LANDSCAPE  
WILSONVILLE CITY HALL  
TOWN CENTER LOOP EAST  
CLACKAMAS COUNTY  
WILSONVILLE, OREGON

MARCH 1984

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INSTRUCTIONS TO BID  
ON  
THE CONSTRUCTION OF THE  
LANDSCAPE IMPROVEMENTS  
FOR THE  
WILSONVILLE CITY HALL  
CITY OF WILSONVILLE, OREGON

Sealed proposals to furnish materials, equipment, labor and services of all kinds for the construction of Landscape Improvements will be received by the City of Wilsonville, at the office of the Planning Director, 30000 S. W. Town Center Loop East, Wilsonville, Oregon 97070, until 2:00 p.m. Wednesday, April 11, 1984, and immediately thereafter such proposals will be publicly opened and read in the City Council Chamber. Bid envelopes shall be marked with the name of the bidder and the title of the job.

The work to be completed consists of approximately 61,900 square feet of landscaping.

Specifications may be examined at the Planning Department, 30000 S. W. Town Center Loop East, Wilsonville, Oregon 97070. Copies of the specs may be obtained upon application at the Planning Department.

All proposals must be submitted on the regular forms furnished with the specifications. No proposal will be considered unless accompanied by a certified check, cashier's check or bid bond payable to the City of Wilsonville for the amount equal to 10 percent of the total bid.

The successful bidder shall furnish a performance bond satisfactory to the City of Wilsonville in the full amount of the contract. The successful bidder, upon failure or refusal to execute and deliver the contract and bonds within 15 days after receipt of notice of acceptance of the bid, shall forfeit to the City of Wilsonville, for such failure or refusal, the security deposit with said bid.

The attention of bidders is directed to the requirements and conditions of employment to be observed and minimum wage rates be paid under the contract, ORS 279.350.

No proposal will be received or considered by the City of Wilsonville or any office of the City of Wilsonville unless the proposal contains a statement by the bidder as part of his proposal that the provisions required by ORS 279.350 shall be included in the contract.

The attention of bidders is also directed to the provisions of Oregon Law ORS 279.036 through 279.044 regarding preference for products which have been grown, manufactured or produced in Oregon.

The City of Wilsonville reserves the right to reject any or all bids, waive informalities or accept any bid or combination thereof which appears to serve the best interests of the owner.

By Order of the City Council  
Wilsonville, Oregon

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City Recorder

CITY OF WILSONVILLE  
NOTICE TO CONTRACTORS

Sealed proposals for furnishing all materials, equipment, labor and services for the construction of the following improvement: Landscaping Wilsonville City Hall, Wilsonville, Oregon, will be received at the Planning Director's office, 30000 S. W. Town Center Loop East, Wilsonville, Oregon 97070, until 2:00 p.m. on the 11th day of April, 1984, and will be publicly opened in the City Council Chambers.

The project consists of the following general items: Planting, irrigation and woven wire fencing.

Contract documents, including plans and special provisions, may be examined at the Planning Department. A copy of the documents may be obtained upon a deposit of \$10. The deposit will be refunded if the documents are returned in good condition within five (5) days after the bid opening.

All bidders must prequalify at least ten (10) days prior to the bid opening in accordance with ORS Chapter 279. Each proposal must be submitted on forms prescribed by the City and accompanied by a certified check, cashier's check or bid bond in an amount equal to 10 percent of the total amount bid. The successful bidder will be required to furnish a bond equal to 100 percent of the bid amount for the faithful performance of the contract.

If requested, City personnel will provide, by appointment, an on-the-ground inspection of the project site for prospective bidders. Appointments may be arranged with the Planning Director at 682-1011.

No bid will be received or considered unless the bid contains a statement by the bidder that the provisions required by ORS 279.350 shall be included in this contract.

A contract will be awarded or all proposals rejected within 45 days after the bid opening. The successful bidder shall execute a contract within 15 days (Sundays excepted) from the date of notification and shall complete the work covered by the contract within 90 calendar days after formal notice to proceed.

The City of Wilsonville reserves the right to reject any and all proposals which appear to serve the best interests of the City.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1984.

CITY OF WILSONVILLE, OREGON

By \_\_\_\_\_  
City Recorder

Published:  
\_\_\_\_\_

(Proposal Void if Detached)

To The  
Honorable Mayor and City Council  
City of Wilsonville  
Wilsonville, Oregon

Gentlemen:

The undersigned bidder declares that he has carefully examined the Notice to Contractors, Special Provisions, General Construction Details, Contract, Proposal and Bond Requirements for the construction of the Landscaping of Wilsonville City Hall, 30000 S. W. Town Center Loop East; that he has made an examination of the site of the proposed work and has made such investigations as are necessary to determine the conditions to be encountered and that if this Proposal is accepted, he will contract with the City of Wilsonville, Oregon, in the form of contract hereto annexed; that he will, to the extent of his bid, provide the necessary machinery, tools, apparatus and other means of construction and will furnish all material and labor, as specified in the Contract or called for by the Plans or necessary to complete the work, in the manner herein specified and according to the requirements of the Planning Director.

The undersigned bidder declares also that the provisions required by ORS 279.350 shall be included in the Contract to be executed upon acceptance of this Proposal.

The undersigned bidder hereby represents as follows: That this bid is made without connection with any person, firm or corporation making a bid for the same material and is, in all respects, fair and without collusion or fraud.

In case of a discrepancy between words and figures, the words shall prevail.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

NOTE: Attach Bid Bond to this sheet.



CONSTRUCTION CONTRACT

LANDSCAPING FOR WILSONVILLE CITY HALL, TOWN CENTER LOOP EAST

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1984, by and between the City of Wilsonville, municipal corporation of the State of Oregon, hereinafter referred to as the "City" and \_\_\_\_\_, hereinafter referred to as the "Contractor",

W I T N E S S E T H:

I.

In consideration of the covenants, agreement and payments to be performed and made by the City, the Contractor hereby covenants and agrees to furnish all labor, materials, equipment and supplies required for, and to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the Planning Department, City of Wilsonville, Clackamas County, Oregon, the work shown upon a set of plans entitled "Wilsonville City Hall Landscaping" approved on \_\_\_\_\_, 1984, by the Planning Director.

II.

Said plans, duly identified above, together with the Notice to Contractors, Special Provisions, General Construction Details and a conformed copy of the Proposal made by the Contractor on \_\_\_\_\_ 1984, are hereby made a part of this Contract and are mutually cooperative therewith.

III.

It is expressly agreed that the work shall be performed in accordance with the Standard Specifications of the American Public Works Association - Oregon Chapter, dated January, 1970, except as modified by the Special Provisions applicable to the Landscape Improvements.

IV.

Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Contract, also for all loss or damage arising out of the nature of the work or from the action of the elements or from any unforeseen difficulties or obstructions which may

arise or be encountered in the prosecution of the work until its acceptance by the Department of Public Works and for all risks of every description connected with the work, also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work and the whole thereof, in the manner and according to the plans and specifications and the requirements of the Engineer under them, to wit:

V.

The City hereby promises and agrees, with the Contractor, to employ, and does hereby employ, the Contractor to provide the materials and to do the work according to the terms and conditions hereby contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon conditions above set forth, and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

VI.

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the Proposal of the Contract or, then this instrument shall control and nothing hereby shall be considered as an acceptance of the said terms of said Proposal conflicting herewith.

VII.

With this Contract, the Contractor is furnishing a Corporate Survey Bond in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) with \_\_\_\_\_ of \_\_\_\_\_ as surety to insure full compliance, execution and performance of this Contract by the Contractor in accordance with all its terms and provisions.

IN WITNESS WHEREOF, the parties hereto have set their hands the year and date first above written.

CITY OF WILSONVILLE

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
City Recorder

CONTRACTOR

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Planning Director

\_\_\_\_\_  
City Attorney



AIA Document A310

# Bid Bond

SAMPLE

KNOW ALL MEN BY THESE PRESENTS, that we

as Principal, hereinafter called the Principal, and

a corporation duly organized under the laws of the State of  
as Surety, hereinafter called the Surety, are held and firmly bound unto

as Obligee, hereinafter called the Obligee, in the sum of

Dollars (\$ \_\_\_\_\_ ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_  
(Witness) { \_\_\_\_\_ (Principal) (Seal)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness) { \_\_\_\_\_ (Surety) (Seal)

\_\_\_\_\_  
(Title)

**SECTION E.**

**APPLICATION AND CERTIFICATE FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF

PAGES

PROJECT:  
(name, address)

ARCHITECT:

TO (Owner)

ARCHITECT'S PROJECT NO:

CONTRACTOR:

CONTRACT FOR:

APPLICATION DATE:

APPLICATION NO:

ATTN:

PERIOD FROM:

TO

**CHANGE ORDER SUMMARY**

Change Orders approved in previous months by Owner —		ADDITIONS \$	DEDUCTIONS \$
TOTAL			
Subsequent Change Orders		ADDITIONS \$	DEDUCTIONS \$
Number	Approved (date)		

**TOTALS**

Net change by Change Orders \$ \_\_\_\_\_

State of:

County of:

The undersigned Contractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

Contractor:

By:

Date:

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G702A, is attached.

The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM .....\$ \_\_\_\_\_

Net change by Change Orders .....\$ \_\_\_\_\_

CONTRACT SUM TO DATE .....\$ \_\_\_\_\_

TOTAL COMPLETED & STORED TO DATE .....\$ \_\_\_\_\_  
(Column G on G702A)

RETAINAGE \_\_\_\_\_% .....\$ \_\_\_\_\_  
or as noted in Column I on G702A

TOTAL EARNED LESS RETAINAGE .....\$ \_\_\_\_\_

LESS PREVIOUS CERTIFICATES FOR PAYMENT .....\$ \_\_\_\_\_

CURRENT PAYMENT DUE .....\$ \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Notary Public:

My Commission expires:

In accordance with the Contract and this Application for Payment the Contractor is entitled to payment in the amount shown above.

Architect:

By:

- OWNER
- ARCHITECT
- CONTRACTOR
- 
- 

This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract.

# THE AMERICAN INSTITUTE OF ARCHITECTS



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*AIA Document A201*

## **General Conditions of the Contract for Construction**

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION  
WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS MODIFICATION*

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This document has been approved and endorsed by The Associated General Contractors of America.

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# GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

## ARTICLE 1

### CONTRACT DOCUMENTS

#### 1.1 DEFINITIONS

##### 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Owner-Contractor Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Architect pursuant to Subparagraph 2.2.8, or (4) a written order for a minor change in the Work issued by the Architect pursuant to Paragraph 12.4. The Contract Documents do not include Bidding Documents such as the Advertisement or Invitation to Bid, the Instructions to Bidders, sample forms, the Contractor's Bid or portions of Addenda relating to any of these, or any other documents, unless specifically enumerated in the Owner-Contractor Agreement.

##### 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Architect and the Contractor, but the Architect shall be entitled to performance of obligations intended for his benefit, and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or the Architect and any Subcontractor or Sub-subcontractor.

##### 1.1.3 THE WORK

The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

##### 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

#### 1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 The Contract Documents shall be signed in not less than triplicate by the Owner and Contractor. If either the Owner or the Contractor or both do not sign the Conditions of the Contract, Drawings, Specifications, or any of the other Contract Documents, the Architect shall identify such Documents.

1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

#### 1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 All Drawings, Specifications and copies thereof furnished by the Architect are and shall remain his property. They are to be used only with respect to this Project and are not to be used on any other project. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the Architect on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's common law copyright or other reserved rights.

## ARTICLE 2

### ARCHITECT

#### 2.1 DEFINITION

2.1.1 The Architect is the person lawfully licensed to practice architecture, or an entity lawfully practicing architecture identified as such in the Owner-Contractor Agreement, and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Architect means the Architect or his authorized representative.

#### 2.2 ADMINISTRATION OF THE CONTRACT

2.2.1 The Architect will provide administration of the Contract as hereinafter described.

2.2.2 The Architect will be the Owner's representative during construction and until final payment is due. The Architect will advise and consult with the Owner. The Owner's instructions to the Contractor shall be forwarded

through the Architect. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with Subparagraph 2.2.18.

**2.2.3** The Architect will visit the site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of his on-site observations as an architect, he will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

**2.2.4** The Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

**2.2.5** The Architect shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Architect may perform his functions under the Contract Documents.

**2.2.6** Based on the Architect's observations and an evaluation of the Contractor's Applications for Payment, the Architect will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in Paragraph 9.4.

**2.2.7** The Architect will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and Contractor.

**2.2.8** The Architect will render interpretations necessary for the proper execution or progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make written request to the Architect for such interpretations.

**2.2.9** Claims, disputes and other matters in question between the Contractor and the Owner relating to the execution or progress of the Work or the interpretation of the Contract Documents shall be referred initially to the Architect for decision which he will render in writing within a reasonable time.

**2.2.10** All interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. In his capacity as interpreter and judge, he will endeavor to secure faithful performance by both the Owner and the Contractor, will not

show partiality to either, and will not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

**2.2.11** The Architect's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.

**2.2.12** Any claim, dispute or other matter in question between the Contractor and the Owner referred to the Architect, except those relating to artistic effect as provided in Subparagraph 2.2.11 and except those which have been waived by the making or acceptance of final payment as provided in Subparagraphs 9.9.4 and 9.9.5, shall be subject to arbitration upon the written demand of either party. However, no demand for arbitration of any such claim, dispute or other matter may be made until the earlier of (1) the date on which the Architect has rendered a written decision, or (2) the tenth day after the parties have presented their evidence to the Architect or have been given a reasonable opportunity to do so, if the Architect has not rendered his written decision by that date. When such a written decision of the Architect states (1) that the decision is final but subject to appeal, and (2) that any demand for arbitration of a claim, dispute or other matter covered by such decision must be made within thirty days after the date on which the party making the demand receives the written decision, failure to demand arbitration within said thirty days' period will result in the Architect's decision becoming final and binding upon the Owner and the Contractor. If the Architect renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede any arbitration proceedings unless the decision is acceptable to all parties concerned.

**2.2.13** The Architect will have authority to reject Work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the Work in accordance with Subparagraph 7.7.2 whether or not such Work be then fabricated, installed or completed. However, neither the Architect's authority to act under this Subparagraph 2.2.13, nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Architect to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.

**2.2.14** The Architect will review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**2.2.15** The Architect will prepare Change Orders in accordance with Article 12, and will have authority to order minor changes in the Work as provided in Subparagraph 12.4.1.

**2.2.16** The Architect will conduct inspections to determine the dates of Substantial Completion and final completion, will receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of Paragraph 9.9.

**2.2.17** If the Owner and Architect agree, the Architect will provide one or more Project Representatives to assist the Architect in carrying out his responsibilities at the site. The duties, responsibilities and limitations of authority of any such Project Representative shall be as set forth in an exhibit to be incorporated in the Contract Documents.

**2.2.18** The duties, responsibilities and limitations of authority of the Architect as the Owner's representative during construction as set forth in the Contract Documents will not be modified or extended without written consent of the Owner, the Contractor and the Architect.

**2.2.19** In case of the termination of the employment of the Architect, the Owner shall appoint an architect against whom the Contractor makes no reasonable objection whose status under the Contract Documents shall be that of the former architect. Any dispute in connection with such appointment shall be subject to arbitration.

### **ARTICLE 3**

#### **OWNER**

##### **3.1 DEFINITION**

**3.1.1** The Owner is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the Owner or his authorized representative.

##### **3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

**3.2.1** The Owner shall, at the request of the Contractor, at the time of execution of the Owner-Contractor Agreement, furnish to the Contractor reasonable evidence that he has made financial arrangements to fulfill his obligations under the Contract. Unless such reasonable evidence is furnished, the Contractor is not required to execute the Owner-Contractor Agreement or to commence the Work.

**3.2.2** The Owner shall furnish all surveys describing the physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site.

**3.2.3** Except as provided in Subparagraph 4.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**3.2.4** Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work.

**3.2.5** Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of Drawings and Specifications reasonably necessary for the execution of the Work.

**3.2.6** The Owner shall forward all instructions to the Contractor through the Architect.

**3.2.7** The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Work by Owner or by Separate Contractors, Payments and Completion, and Insurance in Articles 6, 9 and 11 respectively.

##### **3.3 OWNER'S RIGHT TO STOP THE WORK**

**3.3.1** If the Contractor fails to correct defective Work as required by Paragraph 13.2 or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3.

##### **3.4 OWNER'S RIGHT TO CARRY OUT THE WORK**

**3.4.1** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, after seven days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and the amount charged to the Contractor are both subject to the prior approval of the Architect. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

### **ARTICLE 4**

#### **CONTRACTOR**

##### **4.1 DEFINITION**

**4.1.1** The Contractor is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

##### **4.2 REVIEW OF CONTRACT DOCUMENTS**

**4.2.1** The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Architect any error, inconsistency or omission he may discover. The Contractor shall not be liable to the Owner or

the Architect for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data or Samples for such portion of the Work.

#### 4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

4.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Architect in his administration of the Contract, or by inspections, tests or approvals required or performed under Paragraph 7.7 by persons other than the Contractor.

#### 4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

#### 4.5 WARRANTY

4.5.1 The Contractor warrants to the Owner and the Architect that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 13.2.

#### 4.6 TAXES

4.6.1 The Contractor shall pay all sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective.

#### 4.7 PERMITS, FEES AND NOTICES

4.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and for all other permits and governmental

fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required at the time the bids are received.

4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

4.7.3 It is not the responsibility of the Contractor to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Architect in writing, and any necessary changes shall be accomplished by appropriate Modification.

4.7.4 If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Architect, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

#### 4.8 ALLOWANCES

4.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by these allowances shall be supplied for such amounts and by such persons as the Owner may direct, but the Contractor will not be required to employ persons against whom he makes a reasonable objection.

4.8.2 Unless otherwise provided in the Contract Documents:

- .1 these allowances shall cover the cost to the Contractor, less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes;
- .2 the Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in the allowance;
- .3 whenever the cost is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order, the amount of which will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses.

#### 4.9 SUPERINTENDENT

4.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

#### 4.10 PROGRESS SCHEDULE

4.10.1 The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information an estimated progress sched-

ule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

#### **4.11 DOCUMENTS AND SAMPLES AT THE SITE**

**4.11.1** The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be available to the Architect and shall be delivered to him for the Owner upon completion of the Work.

#### **4.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

**4.12.1** Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

**4.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.

**4.12.3** Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**4.12.4** The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the Owner or any separate contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents.

**4.12.5** By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**4.12.6** The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data or Samples under Subparagraph 2.2.14 unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submission and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Architect's approval thereof.

**4.12.7** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Architect on previous submittals.

**4.12.8** No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Architect as provided in Subparagraph 2.2.14. All such

portions of the Work shall be in accordance with approved submittals.

#### **4.13 USE OF SITE**

**4.13.1** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

#### **4.14 CUTTING AND PATCHING OF WORK**

**4.14.1** The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

**4.14.2** The Contractor shall not damage or endanger any portion of the Work or the work of the Owner or any separate contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the Owner or any separate contractor except with the written consent of the Owner and of such separate contractor. The Contractor shall not unreasonably withhold from the Owner or any separate contractor his consent to cutting or otherwise altering the Work.

#### **4.15 CLEANING UP**

**4.15.1** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials.

**4.15.2** If the Contractor fails to clean up at the completion of the Work, the Owner may do so as provided in Paragraph 3.4 and the cost thereof shall be charged to the Contractor.

#### **4.16 COMMUNICATIONS**

**4.16.1** The Contractor shall forward all communications to the Owner through the Architect.

#### **4.17 ROYALTIES AND PATENTS**

**4.17.1** The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Architect.

#### **4.18 INDEMNIFICATION**

**4.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Architect and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom,

and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 4.18.

**4.18.2** In any and all claims against the Owner or the Architect or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 4.18 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

**4.18.3** The obligations of the Contractor under this Paragraph 4.18 shall not extend to the liability of the Architect, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

## ARTICLE 5

### SUBCONTRACTORS

#### 5.1 DEFINITION

**5.1.1** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor does not include any separate contractor or his subcontractors.

**5.1.2** A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

#### 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

**5.2.1** Unless otherwise required by the Contract Documents or the Bidding Documents, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Owner and the Architect in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any

such proposed person or entity. Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection.

**5.2.2** The Contractor shall not contract with any such proposed person or entity to whom the Owner or the Architect has made reasonable objection under the provisions of Subparagraph 5.2.1. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection.

**5.2.3** If the Owner or the Architect has reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the Owner or the Architect has no reasonable objection, and the Contract Sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued; however, no increase in the Contract Sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsibly in submitting names as required by Subparagraph 5.2.1.

**5.2.4** The Contractor shall make no substitution for any Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

#### 5.3 SUBCONTRACTUAL RELATIONS

**5.3.1** By an appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and the Architect. Said agreement shall preserve and protect the rights of the Owner and the Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Paragraph 5.3, and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to his Sub-subcontractors

## ARTICLE 6

### WORK BY OWNER OR BY SEPARATE CONTRACTORS

#### 6.1 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

**6.1.1** The Owner reserves the right to perform work related to the Project with his own forces, and to award



separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, he shall make such claim as provided elsewhere in the Contract Documents.

**6.1.2** When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

**6.1.3** The Owner will provide for the coordination of the work of his own forces and of each separate contractor with the Work of the Contractor, who shall cooperate therewith as provided in Paragraph 6.2.

## **6.2 MUTUAL RESPONSIBILITY**

**6.2.1** The Contractor shall afford the Owner and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his Work with theirs as required by the Contract Documents.

**6.2.2** If any part of the Contractor's Work depends for proper execution or results upon the work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Architect any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the Owner's or separate contractors' work as fit and proper to receive his Work, except as to defects which may subsequently become apparent in such work by others.

**6.2.3** Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

**6.2.4** Should the Contractor wrongfully cause damage to the work or property of the Owner, or to other work on the site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5.

**6.2.5** Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates an arbitration proceeding against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings at the Owner's expense, and if any judgment or award against the Owner arises therefrom the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court or arbitration costs which the Owner has incurred.

## **6.3 OWNER'S RIGHT TO CLEAN UP**

**6.3.1** If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Paragraph 4.15, the Owner may clean up

and charge the cost thereof to the contractors responsible therefor as the Architect shall determine to be just.

## **ARTICLE 7**

### **MISCELLANEOUS PROVISIONS**

#### **7.1 GOVERNING LAW**

**7.1.1** The Contract shall be governed by the law of the place where the Project is located.

#### **7.2 SUCCESSORS AND ASSIGNS**

**7.2.1** The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the Owner.

#### **7.3 WRITTEN NOTICE**

**7.3.1** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

#### **7.4 CLAIMS FOR DAMAGES**

**7.4.1** Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

#### **7.5 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND**

**7.5.1** The Owner shall have the right to require the Contractor to furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder if and as required in the Bidding Documents or in the Contract Documents.

#### **7.6 RIGHTS AND REMEDIES**

**7.6.1** The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**7.6.2** No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.



## 7.7 TESTS

7.7.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Architect timely notice of its readiness so the Architect may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities. Unless otherwise provided, the Owner shall bear all costs of other inspections, tests or approvals.

7.7.2 If the Architect determines that any Work requires special inspection, testing, or approval which Subparagraph 7.7.1 does not include, he will, upon written authorization from the Owner, instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Subparagraph 7.7.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Architect's additional services made necessary by such failure; otherwise the Owner shall bear such costs, and an appropriate Change Order shall be issued.

7.7.3 Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by him to the Architect.

7.7.4 If the Architect is to observe the inspections, tests or approvals required by the Contract Documents, he will do so promptly and, where practicable, at the source of supply.

## 7.8 INTEREST

7.8.1 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing at the place of the Project.

## 7.9 ARBITRATION

7.9.1 All claims, disputes and other matters in question between the Contractor and the Owner arising out of, or relating to, the Contract Documents or the breach thereof, except as provided in Subparagraph 2.2.11 with respect to the Architect's decisions on matters relating to artistic effect, and except for claims which have been waived by the making or acceptance of final payment as provided by Subparagraphs 9.9.4 and 9.9.5, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration arising out of or relating to the Contract Documents shall include, by consolidation, joinder or in any other manner, the Architect, his employees or consultants except by written consent containing a specific reference to the Owner-Contractor Agreement and signed by the Architect, the Owner, the Contractor and any other person sought to be joined. No arbitration shall include by consolidation, joinder or in any other manner, parties other than the Owner, the Contractor and any other persons substantially involved in a common question of fact or law, whose presence is

required if complete relief is to be accorded in the arbitration. No person other than the Owner or Contractor shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. The foregoing agreement to arbitrate and any other agreement to arbitrate with an additional person or persons duly consented to by the parties to the Owner-Contractor Agreement shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

7.9.2 Notice of the demand for arbitration shall be filed in writing with the other party to the Owner-Contractor Agreement and with the American Arbitration Association, and a copy shall be filed with the Architect. The demand for arbitration shall be made within the time limits specified in Subparagraph 2.2.12 where applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

7.9.3 Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any arbitration proceedings, and the Owner shall continue to make payments to the Contractor in accordance with the Contract Documents.

## ARTICLE 8

### TIME

#### 8.1 DEFINITIONS

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.

8.1.2 The date of commencement of the Work is the date established in a notice to proceed. If there is no notice to proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein.

8.1.3 The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended.

8.1.4 The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

#### 8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

8.2.2 The Contractor shall begin the Work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

### 8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner or the Architect, or by any employee of either, or by any separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the Owner pending arbitration, or by any other cause which the Architect determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

8.3.2 Any claim for extension of time shall be made in writing to the Architect not more than twenty days after the commencement of the delay; otherwise it shall be waived. In the case of a continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

8.3.3 If no agreement is made stating the dates upon which interpretations as provided in Subparagraph 2.2.8 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen days after written request is made for them, and not then unless such claim is reasonable.

8.3.4 This Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents.

## ARTICLE 9

### PAYMENTS AND COMPLETION

#### 9.1 CONTRACT SUM

9.1.1 The Contract Sum is stated in the Owner-Contractor Agreement and, including authorized adjustments thereto, is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents.

#### 9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used only as a basis for the Contractor's Applications for Payment.

#### 9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten days before the date for each progress payment established in the Owner-Contractor Agreement, the Contractor shall submit to the Architect an itemized Application for Payment, notarized if required, supported

by such data substantiating the Contractor's right to payment as the Owner or the Architect may require, and reflecting retainage, if any, as provided elsewhere in the Contract Documents.

9.3.2 Unless otherwise provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site and, if approved in advance by the Owner, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site.

9.3.3 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

#### 9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Architect will, within seven days after the receipt of the Contractor's Application for Payment, either issue a Certificate for Payment to the Owner, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor in writing his reasons for withholding a Certificate as provided in Subparagraph 9.6.1.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on his observations at the site as provided in Subparagraph 2.2.3 and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the Architect shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that he has reviewed the construction means, methods, techniques,

sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum.

## 9.5 PROGRESS PAYMENTS

9.5.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents.

9.5.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in similar manner.

9.5.3 The Architect may, on request and at his discretion, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Architect on account of Work done by such Subcontractor.

9.5.4 Neither the Owner nor the Architect shall have any obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.

9.5.5 No Certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

## 9.6 PAYMENTS WITHHELD

9.6.1 The Architect may decline to certify payment and may withhold his Certificate in whole or in part, to the extent necessary reasonably to protect the Owner, if in his opinion he is unable to make representations to the Owner as provided in Subparagraph 9.4.2. If the Architect is unable to make representations to the Owner as provided in Subparagraph 9.4.2 and to certify payment in the amount of the Application, he will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which he is able to make such representations to the Owner. The Architect may also decline to certify payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in his opinion to protect the Owner from loss because of:

- .1 defective work not remedied,
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims,
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment,

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum,
- .5 damage to the Owner or another contractor,
- .6 reasonable evidence that the Work will not be completed within the Contract Time, or
- .7 persistent failure to carry out the Work in accordance with the Contract Documents.

9.6.2 When the above grounds in Subparagraph 9.6.1 are removed, payment shall be made for amounts withheld because of them.

## 9.7 FAILURE OF PAYMENT

9.7.1 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents any amount certified by the Architect or awarded by arbitration, then the Contractor may, upon seven additional days' written notice to the Owner and the Architect, stop the Work until payment of the amount owing has been received. The Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, which shall be effected by appropriate Change Order in accordance with Paragraph 12.3.

## 9.8 SUBSTANTIAL COMPLETION

9.8.1 When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the Owner, is substantially complete as defined in Subparagraph 8.1.3, the Contractor shall prepare for submission to the Architect a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Architect on the basis of an inspection determines that the Work or designated portion thereof is substantially complete, he will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

9.8.2 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Architect, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof, as provided in the Contract Documents.

## 9.9 FINAL COMPLETION AND FINAL PAYMENT

9.9.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will

promptly make such inspection and, when he finds the Work acceptable under the Contract Documents and the Contract fully performed, he will promptly issue a final Certificate for Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. The Architect's final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 9.9.2 have been fulfilled.

**9.9.2** Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment and (3), if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

**9.9.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, and if bonds have been furnished as provided in Paragraph 7.5, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

**9.9.4** The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

- .1 unsettled liens,
- .2 faulty or defective Work appearing after Substantial Completion,
- .3 failure of the Work to comply with the requirements of the Contract Documents, or
- .4 terms of any special warranties required by the Contract Documents.

**9.9.5** The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

## **ARTICLE 10**

### **PROTECTION OF PERSONS AND PROPERTY**

#### **10.1 SAFETY PRECAUTIONS AND PROGRAMS**

**10.1.1** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

#### **10.2 SAFETY OF PERSONS AND PROPERTY**

**10.2.1** The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- .1 all employees on the Work and all other persons who may be affected thereby;
- .2 all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

**10.2.2** The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

**10.2.3** The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

**10.2.4** When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

**10.2.5** The Contractor shall promptly remedy all damage or loss (other than damage or loss insured under Paragraph 11.3) to any property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to the acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under Paragraph 4.18.

**10.2.6** The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and the Architect.

**10.2.7** The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

### **10.3 EMERGENCIES**

**10.3.1** In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for Changes in the Work.

## **ARTICLE 11**

### **INSURANCE**

#### **11.1 CONTRACTOR'S LIABILITY INSURANCE**

**11.1.1** The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- .6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

**11.1.2** The insurance required by Subparagraph 11.1.1 shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater.

**11.1.3** The insurance required by Subparagraph 11.1.1 shall include contractual liability insurance applicable to the Contractor's obligations under Paragraph 4.18.

**11.1.4** Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that

coverages afforded under the policies will not be cancelled until at least thirty days' prior written notice has been given to the Owner.

#### **11.2 OWNER'S LIABILITY INSURANCE**

**11.2.1** The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract.

#### **11.3 PROPERTY INSURANCE**

**11.3.1** Unless otherwise provided, the Owner shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief. If the Owner does not intend to purchase such insurance for the full insurable value of the entire Work, he shall inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance which will protect the interests of himself, his Subcontractors and the Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by failure of the Owner to purchase or maintain such insurance and to so notify the Contractor, then the Owner shall bear all reasonable costs properly attributable thereto. If not covered under the all risk insurance or otherwise provided in the Contract Documents, the Contractor shall effect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included in an Application for Payment under Subparagraph 9.3.2.

**11.3.2** The Owner shall purchase and maintain such boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work.

**11.3.3** Any loss insured under Subparagraph 11.3.1 is to be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgagee clause and of Subparagraph 11.3.8. The Contractor shall pay each Subcontractor a just share of any insurance moneys received by the Contractor, and by appropriate agreement, written where legally required for validity, shall require each Subcontractor to make payments to his Sub-subcontractors in similar manner.

**11.3.4** The Owner shall file a copy of all policies with the Contractor before an exposure to loss may occur.

**11.3.5** If the Contractor requests in writing that insurance for risks other than those described in Subparagraphs 11.3.1 and 11.3.2 or other special hazards be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

**11.3.6** The Owner and Contractor waive all rights against (1) each other and the Subcontractors, Sub-subcontractors, agents and employees each of the other, and (2) the Architect and separate contractors, if any, and their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Paragraph 11.3 or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee. The foregoing waiver afforded the Architect, his agents and employees shall not extend to the liability imposed by Subparagraph 4.18.3. The Owner or the Contractor, as appropriate, shall require of the Architect, separate contractors, Subcontractors and Sub-subcontractors by appropriate agreements, written where legally required for validity, similar waivers each in favor of all other parties enumerated in this Subparagraph 11.3.6.

**11.3.7** If required in writing by any party in interest, the Owner as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of his duties. He shall deposit in a separate account any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach, or in accordance with an award by arbitration in which case the procedure shall be as provided in Paragraph 7.9. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate Change Order.

**11.3.8** The Owner as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within five days after the occurrence of loss to the Owner's exercise of this power, and if such objection be made, arbitrators shall be chosen as provided in Paragraph 7.9. The Owner as trustee shall, in that case, make settlement with the insurers in accordance with the directions of such arbitrators. If distribution of the insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

**11.3.9** If the Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed to by the Owner and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be cancelled or lapsed on account of such partial occupancy or use. Consent of the Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

#### **11.4 LOSS OF USE INSURANCE**

**11.4.1** The Owner, at his option, may purchase and maintain such insurance as will insure him against loss of use of his property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of his property, including consequential losses due to fire or other hazards however caused, to the extent covered by insurance under this Paragraph 11.4.

## **ARTICLE 12**

### **CHANGES IN THE WORK**

#### **12.1 CHANGE ORDERS**

**12.1.1** A Change Order is a written order to the Contractor signed by the Owner and the Architect, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time.

**12.1.2** The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

**12.1.3** The cost or credit to the Owner resulting from a change in the Work shall be determined in one or more of the following ways:

- .1 by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 by unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 by the method provided in Subparagraph 12.1.4.

**12.1.4** If none of the methods set forth in Clauses 12.1.3.1, 12.1.3.2 or 12.1.3.3 is agreed upon, the Contractor, provided he receives a written order signed by the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Architect on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Clauses 12.1.3.3 and 12.1.3.4 above, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of cost to the Owner, payments on account shall be made on the Architect's Certificate for Payment. The amount of credit to be allowed by the Contractor to the Owner for any deletion



or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.

**12.1.5** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or the Contractor, the applicable unit prices shall be equitably adjusted.

## **12.2 CONCEALED CONDITIONS**

**12.2.1** Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim by either party made within twenty days after the first observance of the conditions.

## **12.3 CLAIMS FOR ADDITIONAL COST**

**12.3.1** If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Architect written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Paragraph 10.3. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Architect. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

**12.3.2** If the Contractor claims that additional cost is involved because of, but not limited to, (1) any written interpretation pursuant to Subparagraph 2.2.8, (2) any order by the Owner to stop the Work pursuant to Paragraph 3.3 where the Contractor was not at fault, (3) any written order for a minor change in the Work issued pursuant to Paragraph 12.4, or (4) failure of payment by the Owner pursuant to Paragraph 9.7, the Contractor shall make such claim as provided in Subparagraph 12.3.1.

## **12.4 MINOR CHANGES IN THE WORK**

**12.4.1** The Architect will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Owner and the Contractor.

The Contractor shall carry out such written orders promptly.

## **ARTICLE 13**

### **UNCOVERING AND CORRECTION OF WORK**

#### **13.1 UNCOVERING OF WORK**

**13.1.1** If any portion of the Work should be covered contrary to the request of the Architect or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect, be uncovered for his observation and shall be replaced at the Contractor's expense.

**13.1.2** If any other portion of the Work has been covered which the Architect has not specifically requested to observe prior to being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it be found that this condition was caused by the Owner or a separate contractor as provided in Article 6, in which event the Owner shall be responsible for the payment of such costs.

#### **13.2 CORRECTION OF WORK**

**13.2.1** The Contractor shall promptly correct all Work rejected by the Architect as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Architect's additional services made necessary thereby.

**13.2.2** If, within one year after the Date of Substantial Completion of the Work or designated portion thereof or within one year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

**13.2.3** The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.5.1, 13.2.1 and 13.2.2, unless removal is waived by the Owner.

**13.2.4** If the Contractor fails to correct defective or non-conforming Work as provided in Subparagraphs 4.5.1, 13.2.1 and 13.2.2, the Owner may correct it in accordance with Paragraph 3.4.

13.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Architect, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten days thereafter, the Owner may upon ten additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Architect's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

13.2.6 The Contractor shall bear the cost of making good all work of the Owner or separate contractors destroyed or damaged by such correction or removal.

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

### 13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

13.3.1 If the Owner prefers to accept defective or non-conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 14

### TERMINATION OF THE CONTRACT

#### 14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If the Work is stopped for a period of thirty days under an order of any court or other public authority

having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, or if the Work should be stopped for a period of thirty days by the Contractor because the Architect has not issued a Certificate for Payment as provided in Paragraph 9.7 or because the Owner has not made payment thereon as provided in Paragraph 9.7, then the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

#### 14.2 TERMINATION BY THE OWNER

14.2.1 If the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

14.2.2 If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the Architect's additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or to the Owner, as the case may be, shall be certified by the Architect, upon application, in the manner provided in Paragraph 9.4, and this obligation for payment shall survive the termination of the Contract.



SECTION H  
SUPPLEMENTARY GENERAL CONDITIONS

1. The following supplementary general conditions supplement, modify and clarify "General Conditions of the Contract for Construction of Buildings", American Institute of Architects Form A201, Thirteenth Edition, August 1976.
  - A. Delete the word "architect" in subparagraph 2.1.1 and substitute "Planning Director or his authorized representative". Every other reference to "architect" shall be interpreted as Planning Director or his authorized representative.
  - B. Substantial completion: Acceptance of the completed work shall be used to establish the beginning of the warranty and maintenance period.
  - C. Final acceptance: One (1) year from the time of beginning of the warranty period.
  - D. Progress payments: The owner will make payments on account of the Contract on or about the 10th day of each month, based on the value of work estimated by Contractor (and approved by the Planning Director) to have been completed on or about the last day of each calendar month. Itemized Application for Payment shall be made in quadruplicate on a Request for Payment form provided by the Landscape Architect. Payments shall be made on estimated quantities of work completed and acceptable, including materials delivered to site or other agreed location within 25 miles of the site (and within the same State), properly stored, protected and insured. Estimated quantities shall be considered only as approximate and will be subject to Planning Director's adjustment and correction. Ten percent (10%) of the amount of the completed work as shown on the approved monthly Request for Payment will be retained by the Owner until substantial completion of the work as approved by the Planning Director.
2. Applicable Codes:
  - A. Permits: Contractor to obtain all Permits required.
  - B. Codes: All work shall conform to local agencies having jurisdiction over the work.
3. Insurance required in Article 11.1 of the General Conditions shall be not less than the following:

A. Five Hundred Thousand Dollars (\$500,000) to any one person, and One Million Dollars (\$1,000,000) on account of one occurrence. Two Hundred Fifty Thousand Dollars (\$250,000) property damage liability.

SECTION I

GENERAL STATEMENT

The work embraced herein shall be done in accordance with the Wilsonville Standard Specifications for Public Works Construction, American Public Works Association - Oregon Chapter, dated January, 1970, and City of Wilsonville standard details insofar as the same may apply and in accordance with the following Special Technical Provisions and Plan documents.

## SECTION J

### SPECIAL TECHNICAL PROVISIONS

#### AWARD AND EXECUTION OF CONTRACT

##### Contract Bonds

The Contractor shall warrant all equipment and materials furnished and work performed under this contract for a period of one (1) year from the date of written acceptance for substantial completion of the project by the City of Wilsonville. This warranty period shall be so stated in the required Performance Bond.

The contracting agency will also retain a sum of One Thousand Dollars (\$1,000) for a period of one (1) year after acceptance for substantial completion to guarantee maintenance of the completed project.

This maintenance amount will be deducted from the final pay estimate and deposited in a local bank. In the event the Contractor is unable to perform emergency maintenance or repair, the City Engineer will cause such work to be done and the cost thereof deducted from the maintenance amount. At the end of one year, the remainder of the maintenance money and any accrued interest will be returned to the Contractor.

##### Noncollusion Affidavit

The owner reserves the right to require that any bidder, before being awarded a contract, shall execute a noncollusion affidavit in such form as will satisfy the owner that the bid offered is genuine, is not sham or collusive and in no respect or degree is made in the interest or on behalf of any person, firm or corporation not named in the proposal containing such bid.

##### Labor Standards

The Contractor shall comply and enforce all provisions of the Davis-Bacon Act (40 USC 276a-276a-7).

##### License

The Contractor shall be required to obtain a City Business License, be a licensed landscape contractor in the State of Oregon, and shall require all subcontractors, when applicable, to be licensed by the State of Oregon for their special services to the Contractor.

#### PROPOSAL REQUIREMENTS AND CONDITIONS

The bidders' attention is directed to the provisions in Section 2 of the Standard Specifications and these Special Technical Provisions for the requirements and conditions which he must observe in the preparation of the proposal form and the submission of the bid.

DIVISION I  
GENERAL REQUIREMENTS

SECTION 01010 SUMMARY OF WORK

Work Covered by Contract Documents

Work covers earthwork:    Sheet 1: Grading Plan  
                                  Sheet 2: Landscape Plan  
                                  Sheet 3: Irrigation Plan

Contracts

Construct work under single lump-sum contract.

Scheduling and Sequencing of Construction

1. Schedule a preconstruction meeting prior to beginning work.
2. As the work progresses, the Contractor shall establish a system for sequencing and scheduling the work as mutually agreed upon by the Contractor, the Owner, and the Planning Director.
3. Progress meetings will be held for periodic reports by the Contractor and inspection of work in progress. Contractor, major Subcontractor and the Planning Director shall attend. Meeting time and location will be set by the Planning Director.
4. Provide a schedule of anticipated work for each week of the Contract duration. A detailed schedule of work to be performed, materials to be used, and monthly cost for performance and materials shall be required for the maintenance portion of the Contract.

### EXCAVATION BID

For the purpose of this project, the rough grading excavation shall be provided by the City of Wilsonville through the help and volunteered services of the Reserve Naval Mobile Construction Battalion 18. However, a separate bid is required in the event that the RNMCB-18 cannot provide the services to the City of Wilsonville. This bid will not affect the award of the Contract, but is only intended to give the City of Wilsonville an approximation if volunteer help is not provided.

DIVISION I  
GENERAL REQUIREMENTS

SECTION 01400 QUALITY CONTROL

Part 1 - General

Related Requirements Specified elsewhere:

1. Inspections and testing required by laws, ordinances, rules, regulations or orders of public authorities: General Conditions.
2. Certification of Projects: Respective specifications sections.
3. Test, adjust and balance of equipment: Respective specifications section.
4. A set of approved plans and specifications shall be kept at the construction site by the contractor at all times during the construction period.

Material Quality

Unless otherwise stated, all materials incorporated into the job are to be new and free from defects.

Material Installation

All manufactured articles, materials, and equipment shall be applied, installed and connected, erected, used, cleaned, protected, conditioned, as directed by the manufacturer's printed instructions unless specifically instructed to the contrary in writing by the Planning Director or as otherwise specified.

DIVISION I

GENERAL REQUIREMENTS

SECTION 01500 TEMPORARY FACILITIES AND CONTROLS

Part I - General

Requirements of Regulatory Agencies.

Comply with applicable local codes, to include current pollution and preservation of natural resource laws.

Submittals

Before beginning construction of each temporary facility, provide information and drawings as required to describe fully the facilities.



DIVISION I  
GENERAL REQUIREMENTS

SECTION 01600 MATERIAL AND EQUIPMENT

Part I - General

Submittals.

Manufacturer's instructions: Make available for consultation at the job site during the installation of the specific item, a copy of the manufacturer's installation procedure.

Part 2 - Products

Materials.

Furnish all items new and free from defects, of size, make, type and quality specified or as approved.

When two or more items of the same kind are required under this work, use items of a single manufacturer except where the phrase "match existing" is used. Component parts of an assembly need not be the product of a single manufacturer unless otherwise indicated.

Capacities and equipment sizes and dimensions shown or specified are minimum unless otherwise indicated.

Equipment.

Meet the detailed requirements indicated in the various sections and provide equipment suitable for the installation shown.

Equipment not meeting all specified requirements will not be accepted, even though specified by name along with other manufacturers.

Tolerances used in specified rating or testing standards will not be allowed in determining capacities of equipment.

The drawings are based upon one of the specific manufacturers listed for each particular equipment item.

1. The other specified manufacturers and other acceptable manufacturers' of equipment may require deviations from the drawings to properly install the particular

equipment in accord with manufacturers' recommendations and to provide the results required.

2. Under this Contract provide all work necessary to install this equipment at no change in Contract amount and provide shop drawings for review showing deviations required for specific equipment item installation.

### Part 3 - Execution

#### Performance

Unless otherwise indicated, perform work in accord with manufacturers' recommendations for BEST results. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by the Contract Documents.

Install work in a neat and workmanlike manner.

DIVISION I  
GENERAL REQUIREMENTS

SECTION 01700 PROJECT CLOSEOUT

General

Prior to final payment, and before the issuance of a final Certificate for Payment in accordance with the provisions of the General Conditions, file the following papers with the Planning Director.

1. Guarantees: The guarantee required by the General Conditions, and any other extended guarantees stated in the technical sections of the Specifications.
2. Release or Waiver of Liens: As required by the General Conditions.
3. Operation and Maintenance Manuals: Furnish three (3) complete sets of manuals, containing the manufacturers' instructions for maintenance and operation of each item of equipment and apparatus furnished under the Contract and any additional data specifically required under the various Sections of the Specifications.

Arrange the manuals in proper order, indexed and suitably bound. Certify by endorsement thereon, that each of the manuals is complete and accurate. Assemble these manuals for all divisions of the work, review them for completeness and submit them to the Planning Director. Provide suitable transfer cases and deliver the manuals therein, indexed and marked for each division of the work.

Instruct the Owner on the operation and maintenance of the irrigation system and maintenance of lawns and planting areas.

Record Documents

- A. As the work progresses, keep a complete and accurate record of all changes or deviations from the Contract Documents and the shop drawings, indicating the work as actually installed. All such changes shall be neatly and correctly shown on the respective portion of the affected document; using blackline prints of the drawings affected, or the specifications, with appropriate supplementary notes. This record set of prints of drawings, shop drawings, and specifications shall be kept at the job site for inspection of the Planning Director and Owner.

- B. The above records shall be arranged in order, in accordance with the various sections of the specifications, and properly indexed. At the completion of the work, certify by endorsement thereof that each of the revised prints of the drawings and specifications is complete and accurate. Prior to application for final payment, as a condition to its approval by the Planning Director and Owner, deliver the record drawings and specifications, arranged in proper order, indexed and endorsed as hereinbefore specified to the Planning Director. Provide suitable transfer cases and deliver the records therein, indexed and marked for each division of the work.

DIVISION 1

GENERAL REQUIREMENTS

SECTION 01710 CLEANING UP

General

The premises and the job site shall be maintained in a reasonably neat and orderly condition and kept free from accumulations of waste materials and rubbish during the entire construction period. Remove all crates, cartons, and other flammable waste materials or trash from the work areas at the end of each working day.

Be responsible for the general cleaning and maintenance of the premises and the job site and for the coordination and direction of the clean-up work of all trades. If the premises and job site are not maintained properly, the Owner may have any accumulations of waste materials or trash removed and charge such cost to the Contractor as the Planning Director shall determine to be just.

Care shall be taken by workmen not to mark, soil or otherwise deface any finished surfaces. In the event that any finished surface becomes defaced in any way, the contractor shall clean and restore such surfaces to their original condition.

DIVISION 1  
GENERAL REQUIREMENTS

SECTION 02200 EARTHWORK

General

Work included:

- A. Topsoil removal and stockpiling of excess material as indicated on Grading Plan.
- B. Excavation for concrete slabs on grade.
- C. Subgrade, backfill, fill and aggregate base compaction.

Elevation tolerances:

- A. Rough grade: Shape soil and aggregate to  $\pm$  .20 feet above or below indicated elevations.

Site Conditions:

- A. Protection: Protect existing utility lines, concrete and site improvements.
- B. Work area: Limit work to the areas within the owner's property and as directed by the Public Works Director along Wilsonville Road.

Unit Prices:

- A. If additional excavation is required by existing conditions and not as a result of the Contractor's negligence, additional excavation will be measured as directed by the Planning Director on the unit price basis.
- B. Additional structural fill required due to over-excavation required due to site conditions, not the result of the Contractor's negligence, will be measured as directed by the Planning Director on the unit price basis.

Products

Fill Materials:

- A. Landscape Fill: Well-graded, clean-granular, crushed rock, sand, gravel or approved moisture controlled on-site

material free of rock larger than four inches in any dimension.

Concrete Slab Base: Well-graded, clean-granular, crushed rock or gravel. No aggregate larger than one inch in any dimension. Not more than 5% passing a #200 sieve.

Preparation:

- A. Establish and maintain property, building and paving lines and elevations.
- B. Obtain Planning Director's approval of fill material prior to delivery of the site.

Topsoil Removal:

- A. Remove top 12 inches of existing topsoil from areas where landscaping and walks are indicated.
- B. Transport excess topsoil to an on-site stockpile area.

Excavation:

- A. Remove and dispose of material encountered to obtain required landscape elevations.
- B. Disposal of material shall be as directed by the Planning Director.

Adjusting and Cleaning:

- A. Disposal: Remove trash, debris, waste material and unusable excess excavated soil material from the site.
- B. Compaction: Recompact or remove and replace materials not meeting required density or that show signs of pumping, weaving or rutting.
- C. Cleaning: Remove soil materials from existing roads, walks and parking areas. Maintain such areas free of public nuisance and hazard at all times.

Maintenance:

1. Protection of Graded Areas:
  - A. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
  - B. Repair and re-establish grades in settled, eroded and rutted areas to specified tolerances.

2. Reconditioning compacted areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, re-shape, compact to required density and provide other corrective work as specified, with retesting, prior to further construction.



TECHNICAL PROVISIONS

IRRIGATION

SECTION 02210

A. General

Landscape Work by Others:

Gate valve stub out and meter provided and installed by City of Wilsonville.

Backflow Prevention Devices:

All backflow prevention devices shall be installed and approved as per the City of Wilsonville's Water Superintendent's direction.

Landscape Plan and design:

The layout of the irrigation system is schematic. Follow as closely as is practical. Plan is to be field staked prior to installation for verification of any conflicts.

Verification of dimensions:

Before proceeding with the installation of any section of the irrigation system, the Contractor shall check and verify the correlation between ground measurements and the drawings.

Protection of Unfinished Work:

Provide protection at all times to keep rock, dirt, gravel, debris and all other foreign materials from entering piping, valves and other irrigation equipment.

Environmental conditions:

In freezing weather, do no solvent welding of PVC pipe. In rainy weather, do solvent welding of PVC pipe only under cover.

Utilities:

Protect active utilities encountered; notify persons owning same. Contractor to field to verify prior to trenching.

Storage:

Do not store PVC pipe and fittings in direct sunlight.

Equipment for operation:

Provide the following equipment, in addition to what is shown and specified:

- One (1) lock cap key
- Three (3) keys for locking automatic controller doors

Guarantee: Guarantee the irrigation system or any part thereof against defective material and workmanship for one year from the date of acceptance. Correct same without expense to City of Wilsonville. Repair any settling of backfilled trenches occurring during a one-year period after final acceptance without expense to City of Wilsonville.

Submittals:

1. Manufacturer's Data - submit for Planning Director's approval, three (3) copies of the Manufacturer's specifications for all products proposed for use on this project.
2. Manufacturer's brochure and Operating brochure - submit to the Planning Director three (3) copies of the Manufacturer's printed maintenance and operating instructions for all products and a set of typewritten instructions recommending procedures for maintenance of the system over a full year.
3. "As-Builts" and above manufacturing data to be submitted to the City of Wilsonville before final payment is approved.

Substitutions: Manufacturer's catalog numbers specified establish standard of quality required, but are not restrictive. Equal products of other manufacturer may be substituted, if approved by the Planning Director.

B. Materials

1. Irrigation heads: Bronze, brass and cyclac (bodies only) construction except as otherwise specified by model number reference. Manufacturer's catalog numbers indicated on drawings.
2. Pipes and fittings:

PVC pipe, polyvinyl chloride plastic: PVC 1120, Type 1, normal impact, I.P.S., NSF approved; plain and/or bell end; color white.

A. Type no. 1 class 200 PVC

B. Type no. 2 schedule 40 PVC - under all hard surfaces.

PVE pipe fittings: PVC 1120, Schedule 40, Type 1, normal impact, I.P.S., NSF approved; meeting requirements of ASTM tentative specifications D-2466-65T.

Galvanized pipe and fittings: Standard weight pipe, hot dipped galvanized and threaded. Screwed cast iron or galvanized malleable fittings.

PVC riser: PVC 1120 Type 1, normal impact I.P.S., NSF approved Schedule 80 PVC, conform to PS 21-70. Cut to required length, threaded both ends, color dark grey.

3. PVC solvent cement: NSF approved solvent for PVC through 4" meeting requirements of ASTM D 2564, #705.
4. PVC primer and cleaner: Weld-on P-70.
5. Automatic control valve: Flow control adjustment with cross or slotted type wheel for operation with a key.
6. Manual drain valve: Buckner Model, no. 80K, Rain Bird no. MVA-3/4.
7. Control Wire: Type UF bearing UL approval for direct underground burial in National Electric Code Class II circuits. AWG sizes, minimum size #14.
8. Electrical connectors: Scotch-lock connector sealing pack no. 3576 with Type R electrical connectors, or Rain Bird Pen-Tite wire connectors, no. PT 101 through 104.
9. Automatic controller: Toro wall-mounted no. 176-06-01 with:
  - Automatic, semi-automatic or manual operation
  - Multi-cycling program
  - Fused circuit protection - UL listed
  - Dual programming
  - No time lag between stations

- Pump start circuit standard
- Locking cabinet
- Built-in transformer
- 45 V.A., 24 V.A.C. transformer (built-in)
- 115 V.A.C. input - 24 V.A.C. output

10. Valve operating key: Toro
11. Locking lid: with lock cap key to match.
12. Valve box: Plymouth, Amtek, sizes as required.
13. Gravel: 3/4" x 1/2" clean, washed, ground gravel.

### C. Execution

#### Workmanship:

Installation of all materials and equipment shall be in strict accordance with manufacturer's written specifications and recommendations, local and State Codes.

Automatic controller and automatic control valves to be same manufacturer.

#### Excavation and Backfill:

1. Pipe trenches straights, six (6) inch width to allow for proper tamping around pipe.
2. Bottoms of uniform slopes 1% minimum grade, except 1/2% minimum where greater slope is not practicable.
3. Allow for cover depths as follows: All pipe to be 12" minimum, to 18" maximum depth. Temporary piping 6 - 12".
4. Topsoil shall be kept separate from subsoil and in a condition similar to that existing before excavation.
5. Backfill any excess excavation with suitable material free from rock, or other materials that may damage pipe, and thoroughly compact to give full support to the pipe.
6. Provide bell holes to insure support of pipe over its entire length.
7. Bottom of trenches shall be smooth and free of sharp rock and other objects that may damage pipe.
8. Backfill to finish grade, place backfill carefully around and over piping, removing rocks, or other

materials that may damage pipe; wet and tamp earth in layers not over 6" thick until thoroughly compacted and settled.

9. Fill piping with water at approximately 25 PSI during back-filling operation of mainline.

#### Installation:

1. Control valves: Install control valves as indicated on drawings.
2. Sprinkler heads: Install sprinkler heads of types, sizes, and coverage called for in the sprinkler head key, at locations shown on drawings.

Install shrub heads on pop-up risers unless otherwise noted, set adjacent to curbs, walks, paving, and walls, flush with finish grade.

3. Pipe: Lay pipe in accordance with best practice, substantially supported at all points and "snaked" slightly allowing for expansion and contraction.

PVC pipe joints, solvent welded except as indicated. Cut pipe square, deburr, wipe from the surface all saw chips, dust, dirt, moisture and all foreign matter which may contaminate the cemented joint. Apply primer and solvent cement, make joints in accordance with manufacturer's recommendation.

Provide a leak-resistant joint with freedom of movement at all swing and/or swivel joints.

Use Teflon thread sealant (tape or liquid) at all threaded joints.

G.I. Piping - cleanout threads of standard lengths, not more than two (2) threads showing at joints.

4. Conduit: Install where indicated; minimum cover depth, 18". Solvent weld joints, make watertight. Refer to general key for clarification.
5. Control wiring: Lay in trenches under supply or branch lines when practical for maximum protection, minimum depth 18".

Place in conduit and pipe sleeves where indicated.

Single wires (red) to each solenoid from controller and a common neutral wire (white) to all solenoids

from the controller. Make moisture-proof connection at time of connection at each control valve.

For wire sizes, use wire sizing chart published by manufacturers of automatic control valves.

Make all splices moisture-proof using specified electrical connectors.

Bundle wire together and wrap with electrical tape at 10 foot intervals, or use other approved methods.

Provide expansion curls every 100 feet in runs of more than 100 feet in length. Provide 10 feet of slack at connection to control valves.

Automatic controllers: Install as indicated on drawings.

#### Flushing and Testing:

1. Flush mainline before installing control valves. Thoroughly flush entire system before testing and installation of sprinkler heads.
2. Test mainline piping, valves, joints, and fittings at full pressure from the main source of supply for not less than one hour before inspection, prior to backfilling.
3. Under test, make watertight, and immediately correct any and all leaks or defects found, and retest.
4. Notify the Planning Director 24 hours in advance of pressure test.

Adjusting and balancing: Adjust and balance irrigation system to provide uniform coverage.

Clean-up: Keep premises reasonably free from accumulation of debris. On completion of each division of work, remove all debris, equipment, and surplus materials and leave the premises in a neat and orderly fashion.

Measurement and payment: The several lump sum prices for the segments of irrigation as shown in the bid schedule shall be complete compensation for supplying, installing and testing as specified herein. The contractor shall submit a value schedule for the individual elements (e.g., pipes, valves, heads, controllers, etc.) so that subsequent additions or deletions may have a basis for adjustment as indicated in State Standard Specifications Subsection 104.02, and for purposes of progress payments.

## TECHNICAL PROVISIONS

### PLANTING

#### SECTION 02220

##### A. General

Work included: Fine finishing grading, soil preparation for shrubs, trees and ground covers, planting of trees, shrubs and ground covers and maintenance, as specified.

Related work in other Sections: Rough grading, subgrade establishment of planting bed.

Use of Herbicides: Application of herbicides for weed control, as may be required, made only by approved applicator licenses under Oregon Herbicide Law.

Plant material: Provide list to Planning Director of sources and dates of estimated delivery of all plant material, as specified, 21 days after signing contract. Arrange for joint inspection of all tree stock bid, by contractor and Planning Director, at source of supply, within 45 days following signing of contract.

Final selection of trees shall be made by the Planning Director based upon shape, branching structure and matching of trees of any one specie or variety, meeting the caliper size, as specified on the drawings.

Substitution of Plant Material: Only as approved by Planning Director in writing.

Warranty and Replacement: Warranty all plant material after final acceptance for substantial completion for duration of one full year, herein referred to as growing period.

Replace plant material size and condition, as originally specified, not surviving or in poor condition, except only loss or damage due to freezing, vandalism or acts of neglect on the part of others prior to acceptance of substantial completion of planting contract.

Meet requirements of growing period.

Utilities: Determine and/or confirm location of underground utilities and perform work in a manner which will avoid possible damage. Maintain any and all reference markers until removal is mutually agreed upon by all parties concerned.

## B. Materials

Fertilizer: Approved brands meeting requirements of applicable State fertilizer laws. Uniform in composition, dry and free flowing. Deliver to the site in original, unopened containers, each bearing manufacturer's guaranteed analysis.

- Superphosphate 0-18-0
- Ammonium Nitrate 33.5-0-0
- Dolomite Lime
- Nitroform 38-0-0
- Iron Sulphate, 21 percent iron
- Commercial Mix B - inorganic 16-16-8-5
- Planting tablets: Agriform 10- and 21-gram tablet, 2010-5, as manufactured by Agriform International Chemicals, Inc., Newark, California.

Topsoil: Clean, fertile, friable, natural loam obtained from a local well-drained source free of debris, roots, stones, weed seeds or roots and grasses. Submit sample for approval, indicate source of supply.

Textual Soil Amendments: Manure, ground or shredded, particle size 1/4 inch maximum, well-rotted, unleased stable cattle manure, reasonably free from weed seed and refuse, containing no chemicals or materials harmful to plant life and not less than four months nor more than two years old. Sawdust sample with laboratory analysis for approval indicating source of supply.

Mulch materials: Free from noxious weed seed and all foreign material harmful to plant life. Fir or hemlock bark, medium grind, 0- to 3/4-inch size. Submit sample for approval.

Water: Suitable for irrigation, free from ingredients harmful to plant life.

Tree guying and staking materials: Wood tree stakes - 2" x 2", S4S, Douglas Fir, 10-foot lengths, free of knot holes or grain defects, treated with two liberal coats of Olympic stain no. 907 finish preservative or approved equal.

Tree ties: "Gro-Strait" tree ties, as supplied by Alfred Tuefel Nursery, Portland, Oregon. New two-ply, 1/2 inch improved garden hose or approved equal.

Guy wire and stakes: Twelve gauge steel wire, galvanized, use double strand of wire secured to 2" x 2" x 24" pressure-treated stake. Three stakes per tree.



Tree Wrap: Provide and install as shown on tree planting detail - refer to drawings.

Meet other detailed requirements, as shown on plan and details.

Trees, Shrubs and Ground Covers:

General: Genus, species and variety, quantity, size and conditions, as indicated on the drawings. Plant material shall be healthy nursery stock, well branched, full foliaged when in leaf, free from disease, injury, insects, all weeds and weed roots. Meet requirements of American Standard for Nursery Stock, 1973 edition, ANSI Z60.1. No cold storage plants.

Balled and burlapped stock shall have a natural ball sufficient to insure survival and healthy growth. Potted and container stock well rooted, vigorous enough to insure survival and healthy growth. Contained plants shall have grown therein a minimum of six months and a maximum of two years, with roots filling the containers, but not showing evidence of being or having been root bound nor damaged or affected by heat, drought or freezing conditions.

Nomeclature: Genus, species and variety, as indicated on plant material listing. Plant names conform to those given in Standardized Plant Names, 1942 edition - names of varieties accepted in nursery trade.

Quantities, sizes and varieties: Exact quantities of named species and varieties of plant materials shall be governed by that shown on the planting plan. In the event of a discrepancy between material listings or labeling on the plans, the indicated plant spacing or graphic location shall govern the number of items installed.

Storage: Contractor shall schedule and conduct planting operations to minimize storage of plant materials on the project site. The location and conditions of storage shall be reviewed for approval by the Planning Director prior to delivery of materials.

Backfill soil mixture: By volume 1/2 topsoil, 1/2 textual soil amendments.

C. Execution

General: Remove from all planting areas stones, mortar, concrete, asphalt, rubbish, debris and any materials harmful to plant life.

Weed eradication and control: Remove or spray, as required, to eradicate noxious weed growth and roots (Johnson grass, crabgrass, morning glory, poison oak, rushgrass, Canadian thistle, etc.)

Initial soil preparation: Rototill groundcover planting areas to a minimum depth of 6 to 8 inches prior to adding soil amendments. Except in groundcover areas and intersections, all plants to be pocket planted in prepared backfill soil mixture.

Soil preparation for existing on-site topsoil - Shrubs and Groundcovers: Include the following proportions of materials evenly mixed into existing topsoil excavated for each plant per each cubic yard:

- 1/3 cubic yard textural soil amendment
- 1/2 pound nitroform
- 1/3 pound iron sulfate
- 2/3 pound super phosphate
- 4 pounds Commercial Mix A fertilizer

Topsoil placement - Planting bed areas at intersections only:

Prior to placement of topsoil in planting areas, scarify existing subgrade soils to a minimum depth of 6 inches, remove any impervious materials encountered from this operation. Place topsoil in 6-inch lifts in all planting areas, compacted to achieve finished grades, as shown on drawings, a minimum depth of 6 inches is required.

Soil preparation for imported topsoil - Trees, shrubs and Groundcovers at intersections only and all Salal planting areas: Seven days or more prior to planting time, thoroughly mix and pulverize the following proportions of materials to a minimum depth of 6 inches while in a moist condition, measurements compacted lightly, broadcast the following before tilling:

- 3-inch textural soil amendment
- 40 pounds Commercial Mix B fertilizer per 1,000 sq. ft.
- 30 pounds nitroform per 1,000 sq. ft.
- 10 pounds potassium nitrate per 1,000 sq. ft.
- 20 pounds super phosphate per 1,000 sq. ft.
- 20 pounds dolomite lime per 1,000 sq. ft.
- 10 pounds iron sulfate per 1,000 sq. ft.

Inspection of plant material and layout: Immediately prior to installing plant material of any kind, Contractor shall request inspection of that material by the Planning Director. All plants not conforming to the specifications shall be immediately rejected and replaced with conforming stock at this time without additional cost to the City.

Contractor shall verify layout and spacing of plantings at time of inspection, requesting Planning Director's approval. Minor adjustments of location shall be permitted by the Planning Director as may be appropriate prior to planting.

Planting trees, shrubs and groundcovers: Plant upright and face to give best appearance or relationship to plants and structures.

All planting holes shall be excavated twice the size of the tree, shrub or groundcover root ball or root system, unless indicated otherwise. Dispose of any "subsoil" by spreading uniformly in planting area removed from excavations. Do not mix with planting soil for backfill soil mixture.

Place lightly compacted layer of backfill mixture under root system of each shrub and root system of each tree, as detailed.

Loosen and remove twine binding and burlap from around top of each ball. Pull no burlap from under balls. Stake or guy trees immediately after this work.

Cut off cleanly, all broken or frayed roots.

Place and compact backfill soil mixture carefully to avoid injury to roots; fill all voids.

Refer to plans and details on drawings for varying requirements for street tree and container plant installations.

When planting hole is 3/4 filled, place planting tablets in quantities herein specified even spaced around each plant.

When hole is nearly filled, completely soak and allow water to soak away. Fill holes to finish grade and prepare for other work indicated.

Planting Tablets: Agriform 10- and 21-gram tablets, 20-10-5, as manufactured by Agriform International Chemicals, Inc., Newark, California.

Planting Tablet quantities: Provide for all trees and shrubs at time of planting as follows:

All gallon can shrubs up to 15-inch size - two tablets per plant (10 gram).

All shrubs 15- to 36-inch size - four tablets per plant (10 gram).

All shrubs 36 inches and larger - three tablets per plant (21 gram).

All evergreen trees - four tablets per tree (21 gram).

Deciduous trees (21 gram):

Up to 1-1/2 inch caliper - three tablets per tree  
1-1/2 to 2 inch caliper - four tablets per tree  
2 to 2-1/2 inch caliper - six tablets per tree  
3 to 4-inch caliper - eight tablets per tree

Planting bed grades: Grades and slopes in accordance with rough finish grades plus increase resulting from addition of bark mulch in all planting bed areas. Grade to 2-1/2 inches below bordering paving, curbs, walls, etc. before application of mulch.

Mulching of planting beds: Mulch shrub and groundcover planting beds with 3-inch layer of specified bark within two days after planting. Cover entire planting beds, apply evenly.

## SEEDING

### SECTION 02839

#### A. Part 1 - General

##### Description

General: Provide hydroseeding in accordance with the contract documents.

Standards: Except as modified by governing Codes and by this specification, conform to the applicable provisions and recommendations of State of Oregon Standard Specifications for Highway Construction, "Roadside Seeding and Mulching".

Construction season: Planting shall take place during the calendar seasons of spring (February 1 to May 15) and fall (August 1 to November 15) only and shall not take place when wind velocities exceed 5 miles per hour and during freezing and/or abnormally hot and dry weather.

#### B. Part 2 - Products

Commercial Fertilizer: Shall be any standard brand, furnished in moisture-proof bags. Each bag shall be marked with the weight and the manufacturer's guaranteed analysis of the contents showing the percentage for each ingredient. Fertilizer shall be uniform in composition, dry and free flowing, with an organic base formula of not less than 18-18-8.

Seed: Oregon certified bluetag with dealer guarantee statement of analysis. Proportion by weight shall be: 30% Enstlvia Creeping Red Fescue, and 60% Elk Perennial Ryegrass, 10% wildflowers, (Wildflower Mix to be Clyde Robins Special Roadside Mixture as mixed by Clyde Robin Seed Co., Castro Valley, CA or approved equal).

Wood Cellulose Fiber Mulch: Shall consist of specially prepared wood cellulose fibers having no growth or germination inhibiting factors, and dyed green to facilitate visual metering during application. The fiber shall have an equilibrium air dry moisture content at time of manufacturer of 12% plus or minus 2.

#### C. Part 3 - Execution

Grades: Areas to be seeded on which earthwork has been performed shall be at specified grades, cross sections, and finish at the time of seeding.

All areas to be seeded which are misshapen or eroded shall be restored to specified condition or to cross section, grade, and slope as directed just prior to seeding.

Clearing: All areas to be seeded shall be made substantially clear and free of weeds, briars, debris, and other matter detrimental to the growth of grass.

On slopes of 3:1 or flatter, all loose stones having an dimensions greater than 2 inches shall be removed.

Soil Preparation: The surface soil on all areas to be seeded shall be in a condition favorable for the germination and growth of grass seed. A minimum of 1/2 inch of surface soil shall be in a loose condition.

Soil preparation operations shall be directional along the contours of the areas involved.

Rate of application:

- Fertilizer: 400 pounds per acre
- Grass seed: 40 pounds per acre
- Wood cellulose fiber: 1,500 pounds per acre

Application:

Fertilizer, seed and wood cellulose fiber: Shall be applied by hydraulic-type equipment providing continuous mixing and agitating action to a mixture of water, fertilizer, seed, and wood cellulose fiber. The mixture will be applied through a pressure-spray distribution system providing a continuous non-fluctuating discharge and delivery of the mixture at the rates of application specified herein. Uniformly apply the materials on the specified areas by using a sweeping horizontal motion of the distributing device.

## ADDITIONAL REQUIREMENTS

### GROWING PERIOD MAINTENANCE

#### Period of Execution

Begin growing period maintenance on date following the date of written acceptance by the City of substantial completion of the landscape contract work. Continue maintenance for 365 calendar days thereafter, in accordance with this specification.

#### Qualifications of Maintenance Personnel

Contractor shall employ competent and knowledgeable workmen, experienced in the use and application of any and all chemical substances when used in conjunction with the maintenance requirements. Applications of herbicides, insecticides and fungicides shall be performed only by an approved applicator licensed under the provisions of Oregon laws governing applicator certification.

#### Submittals

Submit two copies of the following in accompaniment with Contractor's written request for inspection for substantial completion of landscape work:

- (a) Twelve-month schedule indicating corresponding dates and work tasks to be performed by Contractor's maintenance personnel, directly relating to the requirements of this specification. Said schedule shall establish the performance of work and dollar value of required materials, equipment and labor bid upon for each month of the maintenance period.
- (b) Listing of names of any subcontractors to be used by the Contractor for performing any maintenance operations.
- (c) See paragraphs 1.09(g) and 2.04(k) of this specification for other submittal requirements.

#### Guarantee and Replacement

Contractor shall: Replace all plant material in dead, poor or weak condition within 30 days of the initial observation and when requested in writing by the Planning Director, at no additional cost; replace any plants that are damaged or killed by maintenance work, at no additional cost to the City, within 30 days of initial observation of unacceptable condition; and replace any unacceptable plant material, beyond growing period maintenance period, if rejected at time of final inspection of the maintenance work, at no additional cost to the City, including plants exhibiting affects from improper use of maintenance chemicals.

### Contract Limitations

During the growing period maintenance period, the Contractor shall not be held responsible for losses nor repair or replacement of damaged work or plant material resulting from theft, vandalism, vehicular-related incidents or the acts of others over whom he has no reasonable control. Losses or damage of plant materials due to extreme wind or freezing weather conditions shall also be exempt from Contractor's responsibility.

### Preturover Maintenance Instruction

Beginning 90 days prior to end of maintenance period, Contractor shall arrange for review and instruction periods with the Planning Director.

Three review dates, 30 days apart, shall be established for the purpose of advising and acquainting the City with the detailed maintenance and operational requirements of all plantings and irrigation systems.

### Maintenance Log

Contractor shall prepare and maintain a monthly log of his maintenance operations to be submitted at the end of each month with his request for payment. The log information shall include, but not be limited to, the following:

- Days men on job.
- Weather and temperatures on days worked
- Tasks performed, specific areas
- Comments on plant material conditions, specific areas
- Observations of vandalism or damage locations
- Observations of insects or pests affecting plant materials
- Dates of applications of fertilizers, sprays or other chemicals

Contractor shall maintain one copy of the Planting Plans for marking of plant material replacements made during the growing period maintenance period. Dates of replacements shall also be recorded for each item replaced. Submit, clearly marked "Project Record Copy" duplicate print to the City at completion of maintenance period. Submit two copies of typewritten maintenance instructions, summarizing in detail the knowledge from specific practices proven effective throughout the initial maintenance year. Recommend procedures for continuing maintenance by others.

Review instructions with the City maintenance personnel to the satisfaction of the City.

### Replacement Materials

All materials and workmanship requirements of other sections of this specification shall govern material replacements, additions or



corrections of equal kind made during the maintenance period.

#### Water

Water for irrigating and maintenance operations shall be furnished by the City, without charge to the Contractor. Hoses or other equipment required for conveyance shall be the Contractor's responsibility.

#### Fertilizer

Meet general requirements of 9-31, B(8), guaranteed analysis, as set forth in this specification.

#### Insecticides, Fungicides and Herbicides

Approved labeled products and brands meeting the requirements of applicable State laws governing the use and methods of application. Submit two copies of technical product literature and proposed schedule of application for review by the Planning Director for approval prior to use or application of said chemicals.

#### Execution

A. Perform all work in accordance with this specification and the 12-month maintenance schedule, as set forth in paragraph (c)i.

B. Sidewalks and all other paved areas shall be kept reasonably clean when maintenance operations are in progress. Contactor shall conduct his operations in a manner that equipment, materials or other incidentals utilized during performance of his work does not impede or create a hazard to public use, health, safety or welfare adjacent to areas of his work.

C. Upon completion of regular maintenance work in any given project area, at any given time, remove all debris, equipment and surplus materials from the area and sweep or wash all pavement surfaces affected by work, leaving them dust and/or mud free.

D. Dispose of all refuse generated from maintenance operations and litter cleanup.

#### Cleanup and Removal of Debris

Contractor shall remove all types of foreign matter and items of discard from all planting and walk areas. Pick-up of litter shall occur at least every alternating week during the maintenance period so that no more than 14 days pass between cleanup intervals.

#### Weeding of Planting Beds

Weeds shall be removed from planting beds as often as is necessary to maintain a presentable appearance and to avoid establishment of new infestations of unwanted weed development. The use of chemical herbicides

shall not be permitted without written request and approvals, as set forth in this specification.

#### Planting Bed Mulch

Maintain in a neat and orderly condition. Reapply additional material, matching that used for original application, when cover depth is affected by normal wear or maintenance operations. Keep soil and mulch separated when transplanting work is required or when bark may become mixed with soils, as a result of weeding operations.

#### Fertilization

Apply fertilizer materials to shrubs, trees and groundcover plantings in accordance with the following guidelines for each plant type and/or conditions. General broadcasting of fertilizer over planting bed areas shall not be allowed.

##### A. Groundcovers:

September 15 to September 30 - Agriform 10-gram planting tablets, 20-10-5 analysis, placed two inches below surface of soil at outer perimeter of root system:

- 2-1/4-inch pot size - one tablet per plant
- 4-inch pot size - two tablets per plant
- 1-gallon size - three tablets per plant, evenly spaced

##### B. Shrubs:

September 15 to September 30 - Agriform 10-gram planting tablets, 20-10-5 analysis, placed three inches below soil surface at outer perimeter of plant root system:

- 15-to 18-inch size - three tablets per plant
- 18-to 24-inch size - four tablets per plant
- 24- to 30-inch size - five tablets per plant
- 30-to 26-inch size - six tablets per plant

##### C. Trees:

September 15 to September 30 - Agriform 21-gram planting tablets, 20-10-5 analysis, placed six inches below soil surface at outer perimeter of plant root system:

- 1-3/4- to 2-inch caliper size - four tablets per tree
- 2- to 2-1/2 inch caliper size - five tablets per tree
- 2-1/2- to 3-inch caliper size - six tablets per tree
- 3- to 3-1/2 inch caliper size - seven tablets per tree
- 3-1/2- to 4-inch caliper size - eight tablets per tree
- 4- to 5-inch caliper size - ten tablets per tree

Tree alignment, staking, guying and wrapping:

- A. Maintain in sound condition. Adjust staking, guying and tying, as necessary, to maintain tree in vertical alignment. Check all ties periodically to insure against injury to the cambium layer. Tie, repair or replace all tree trunk wrappings, as necessary, to maintain tree wrap in good condition.
- B. Do necessary work to maintain or correct alignment of trees not staked or guyed by landscape contract work.

Replacement of plant material

Keep all plant materials in vigorous, growing condition. Remove and immediately replace any plant not showing evidence of establishment or healthy growth, in part or in whole, in accordance with this specification.

Plant material alignment and settling

Do work necessary to maintain proper planting depth and alignment of all shrubs and groundcover plants during maintenance period.